

Council Communication

Department: Community Development Case No. ZC-09-008 Applicant: Virgil Anderson	Ordinance No. <u>6044</u>	City Council: October 26, 2009 Planning Commission Meeting: October 13, 2009 First Reading <u>10/26/2009</u> Second Reading <u>11/9/2009</u> Third Reading _____
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Subject/Title

Rezone 15.9 acres in a portion of Lot 1, Auditor's Subdivision of the NW¼ SE¼ and a portion of Lot 2, Auditor's Subdivision of the NE¼ SE¼, all in Section 20-75-43 from R-3/Low Density Multi-family Residential to A-2/Parks, Estates and Agricultural. Location: West of Railroad Highway and north of East Kanesville Boulevard.

Background/Discussion

Virgil Anderson is requesting rezoning of the 15.9 acre parcel located north of East Kanesville and west of Railroad Highway from R-3 to A-2/Parks, Estates and Agricultural in order to continue grading on the site. Resolution No. 06-331 approved the preliminary plan for a residential subdivision to be known as Heritage Hills on November 27, 2006. Grading was started but not completed and the site was not properly closed. Since grading and the public improvements were not completed within one year of the Council approval date, the preliminary plan became void. Virgil Anderson bought the land from RCW Enterprises, Inc. in January 2009. In March 2009, Barker Lemar Engineering Consultants, on behalf of Anderson Excavating, applied for a grading permit for the site. Since the proposed subdivision plan was no longer valid, only the activity in the 2009 Closure Plan was permitted.

Vacation of a portion of Railroad Highway was included with the preliminary subdivision plan. The vacation was subject to completion of grading consistent with the 2006 plan and \$5,000 payment to the City for the acquisition. Grading and a detention basin were constructed in Railroad Highway right-of-way. In March 2009, when Anderson Excavating made the application for a grading permit, Public Works required a license to occupy to allow the Licensee (Anderson Excavation) to occupy a 1.039 acre portion of Railroad Highway right-of-way (See Exhibit 'A') for cleaning and maintenance of the detention basin and to grade, vegetate and maintain the right-of-way. The City granted the License to Occupy on September 24, 2009.

Existing zoning is shown on the attached map. The future land use map in the 1994 Comprehensive Plan shows this land for multi-family residential use, with agricultural use to the north. One of the conditions accompanying the preliminary subdivision plan approval was to rezone the land to R-1 and R-2, consistent with the proposed use. The statement of intent for the A-2 district says in part 'It is also intended to preserve land suited for eventual development, pending proper timing for economical and practical provisions of street, utilities, schools and other facilities so that reasonably compact growth can occur'.

If rezoned to A-2, the applicant intends to seek a conditional use permit for 'extraction activity' which is defined in §15.03.267 as 'The extraction of sand, gravel, top soil or other natural material as a commercial operation exclusive of the process of grading a lot preparatory to development or construction of building'. Extraction activities are a conditional use in the A-2 District. Anderson Excavating will incorporate two other properties they own on the north which are already zoned A-2 to allow extraction in an 'orderly, responsible manner'. As extraction operations are completed, areas will be closed and sold for development purposes as noted in the letter of intent. Any further subdivision or development on the land will require rezoning and subdivision review/approval.

MidAmerican Energy has existing overhead and underground facilities in the area. All costs to relocate or extend service will be a development cost. No other utilities are effected by the rezoning.

The residents of 2722 East Kanesville are concerned about weeds, dust and potential for commercial use of the shared residential drive which serves the three houses along East Kanesville. They are concerned that

trucks will use the residential drive for access to the active grading site. The hours of operation are a concern, since activity was starting at 4:30 am during the summer. No other comments have been received from owners who were notified of the rezoning request.

If rezoned, the concerns noted above will be part of the review and conditions imposed on the extraction activity. The earlier problems created by grading on this site were done before the current owner purchased the land. The proposed rezoning is consistent with the intent of the A-2 District, that is to hold the land until it can be developed in a more compact manner. The current terrain needs to have significant shaping/grading to allow development to occur. If rezoned, the review of an engineered grading plan required for consideration and approval of a conditional use permit will govern the extraction activities to protect the public interest and minimize the impact on adjoining landowners.

Recommendation

The Community Development Department recommends rezoning 15.9 acres in a portion of Lot 1, Auditor's Subdivision of the NW¼ SE¼ and a portion of Lot 2, Auditor's Subdivision of the NE¼ SE¼, all in Section 20-75-43 from R-3/Low Density Multi-family Residential to A-2/Parks, Estates and Agricultural District.

Public Hearing

Tony Tauke, Attorney representing Anderson Excavating, appeared before the Planning Commission in favor of the request. No one appeared in opposition.

Planning Commission Recommendation

The Planning Commission recommends rezoning 15.9 acres in a portion of Lot 1, Auditor's Subdivision of the NW¼ SE¼ and a portion of Lot 2, Auditor's Subdivision of the NE¼ SE¼, all in Section 20-75-43 from R-3/Low Density Multi-family Residential to A-2/Parks, Estates and Agricultural District.

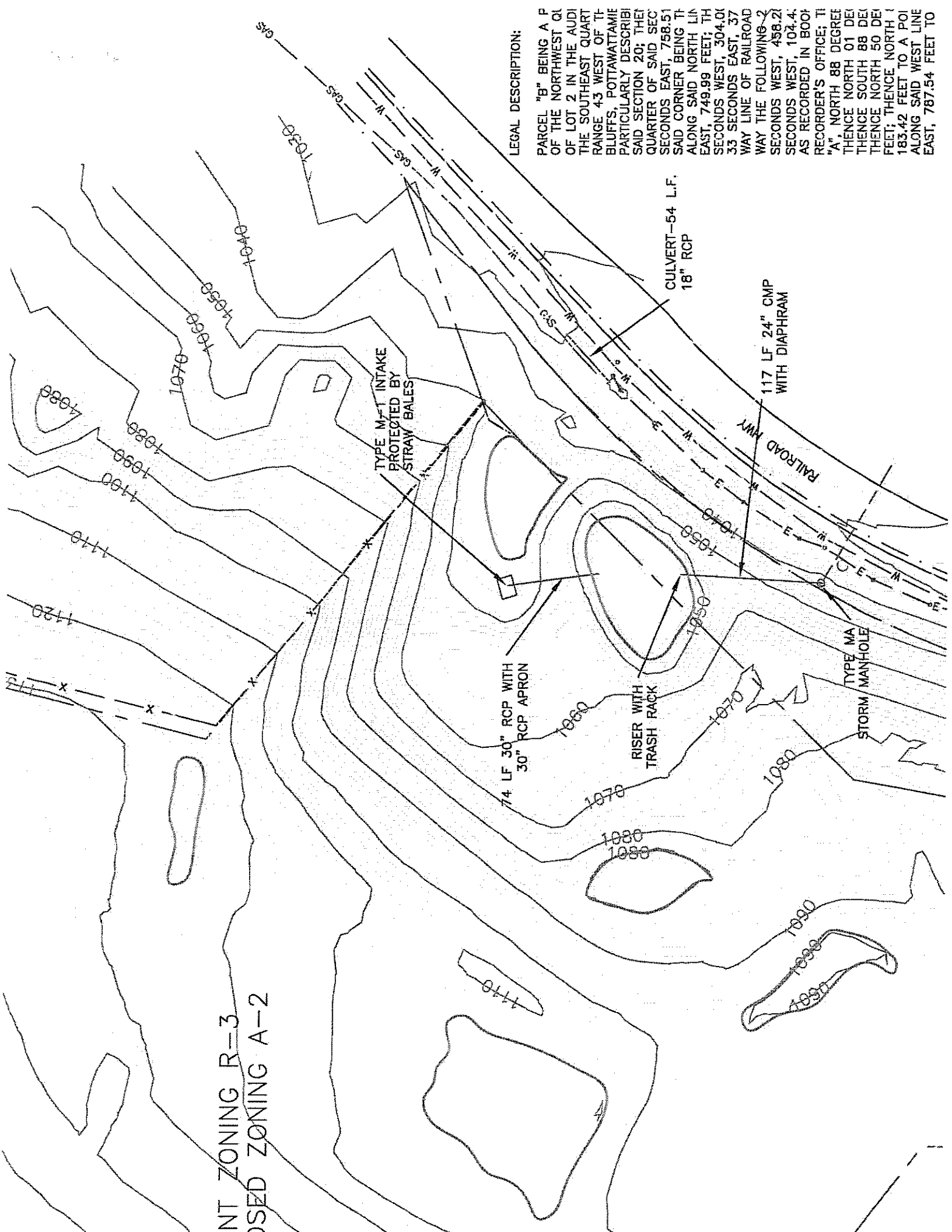
VOTE: AYE 10 NAY 0 ABSTAIN 0 ABSENT 1 Motion: Carried

Owner/Applicant: Virgil Anderson, 1920 Dorcas St., Omaha NE 68108
Representative: Barker Lemar Engineering Consultants, John L. Franklin
1801 Industrial Cir., West Des Moines, IA 50265

Attachments: Zoning Map, Letter of Intent, Rezoning/Conceptual Grading Plans and Exhibit 'A'

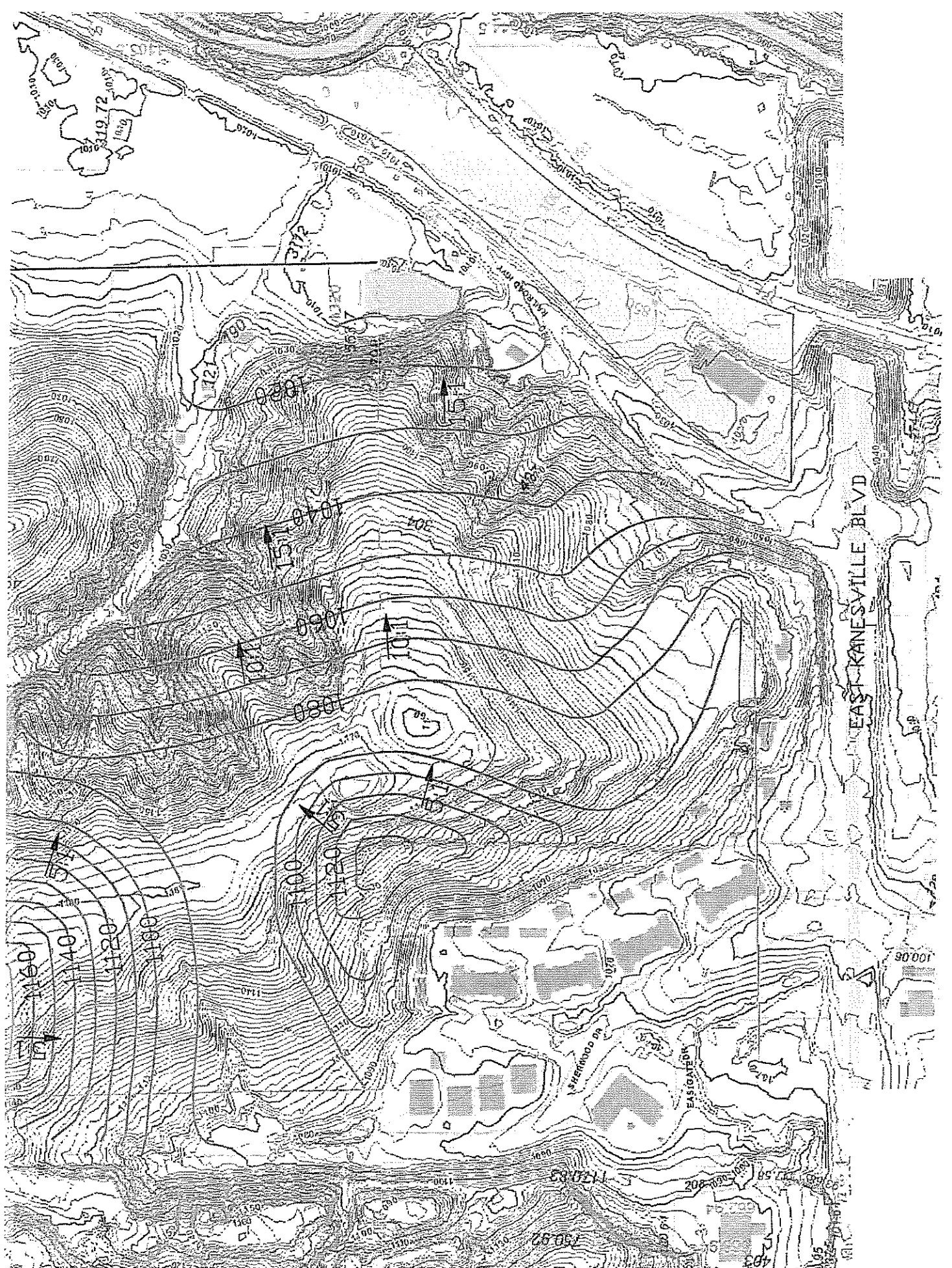
Prepared by: Gayle M. Malmquist, Development Services Coordinator

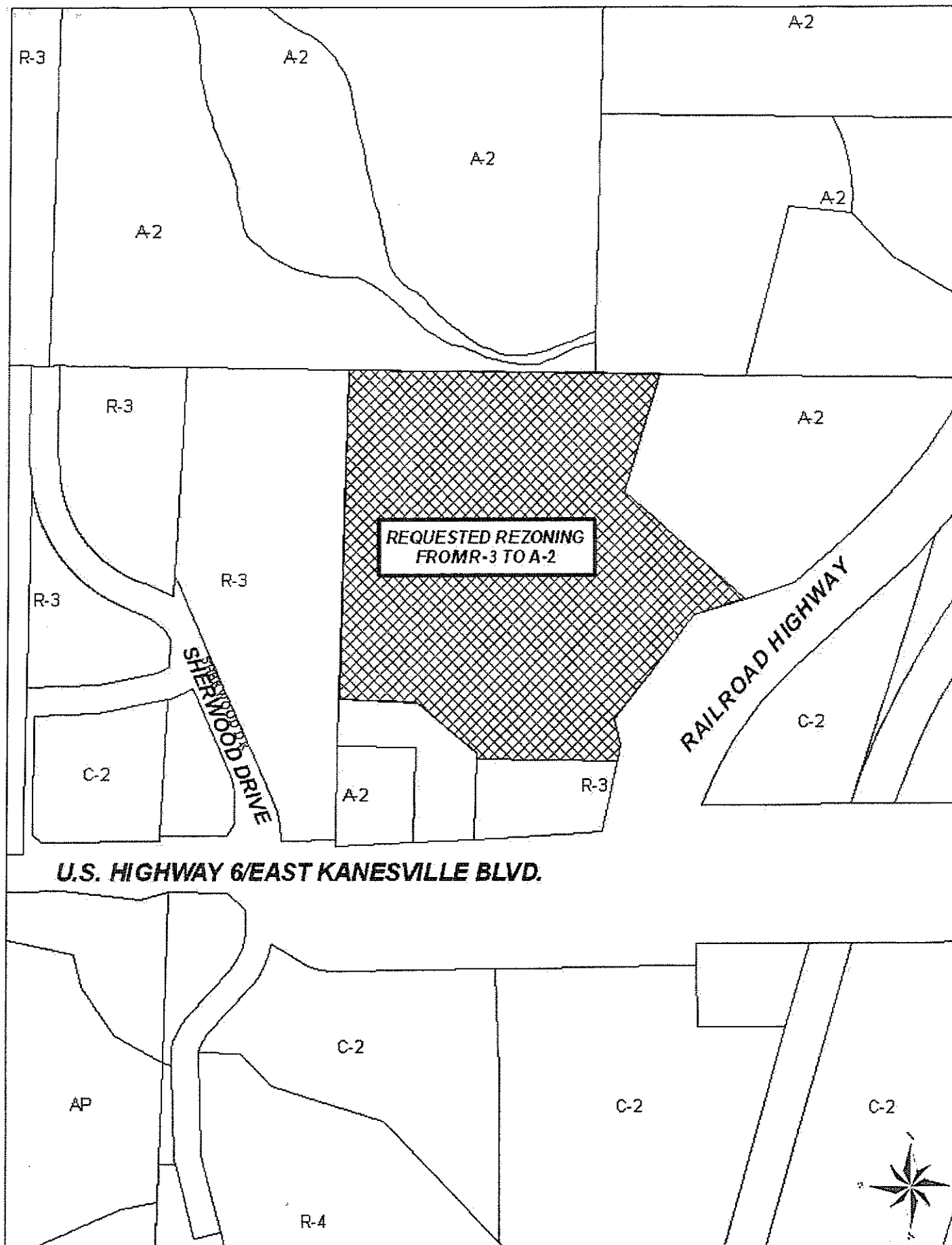
NT ZONING R-3
 OSED ZONING A-2



LEGAL DESCRIPTION:

PARCEL "B" BEING A P
 OF THE NORTHWEST Q
 OF LOT 2 IN THE AUDI
 THE SOUTHEAST QUART
 RANGE 43 WEST OF T
 BLUFFS, POTTAWATTAMIE
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 QUARTER OF SAID SEC
 SECONDS EAST, 758.51
 SAID CORNER BEING TH
 ALONG SAID NORTH LIN
 EAST, 749.99 FEET; TH
 SECONDS WEST, 304.01
 SECONDS EAST, 37
 WAY LINE OF RAILROAD
 WAY THE FOLLOWING-2
 SECONDS WEST, 458.21
 SECONDS WEST, 104.4
 AS RECORDED IN BOOK
 RECORDER'S OFFICE; TH
 "A", NORTH 88 DEGREE
 THENCE NORTH 01 DE
 THENCE SOUTH 88 DE
 THENCE NORTH 50 DE
 FEET; THENCE NORTH
 183.42 FEET TO A POI
 ALONG SAID WEST LINE
 EAST, 787.54 FEET TO





CASE #ZC-09-008



**REZONING REQUEST NARRATIVE
2732 E KANESVILLE BLVD
COUNCIL BLUFFS, IOWA
FOR
ANDERSON CONSTRUCTION COMPANY**

RCW Enterprises, Inc. attempted to develop the property at 2732 E Kanessville Blvd, Council Bluffs into an R-3 Low Density Multi-Family Residential District. The project failed due to the steep grades on the site. The grades were too steep to obtain the lot density required to produce a successful development. The developer discontinued grading of the project site in late 2008 and did not complete the site stabilization work needed to properly close the site.

Anderson Construction Company purchased the 2732 E Kanessville Blvd. property from RCW Enterprises, Inc. in January 2009. The site was not properly closed by the previous owner before it was sold to Anderson Excavating Company. Anderson Construction submitted a Closure Plan to the City of Council Bluffs and it was approved early in the summer of 2009. Closure is now complete.

Anderson Construction Company also owns land adjacent to this site to the north and east which are currently zoned A-2 Agricultural District.

Anderson Construction Company is requesting that the 2732 E Kanessville Blvd site be returned to A-2 Agricultural District zoning.

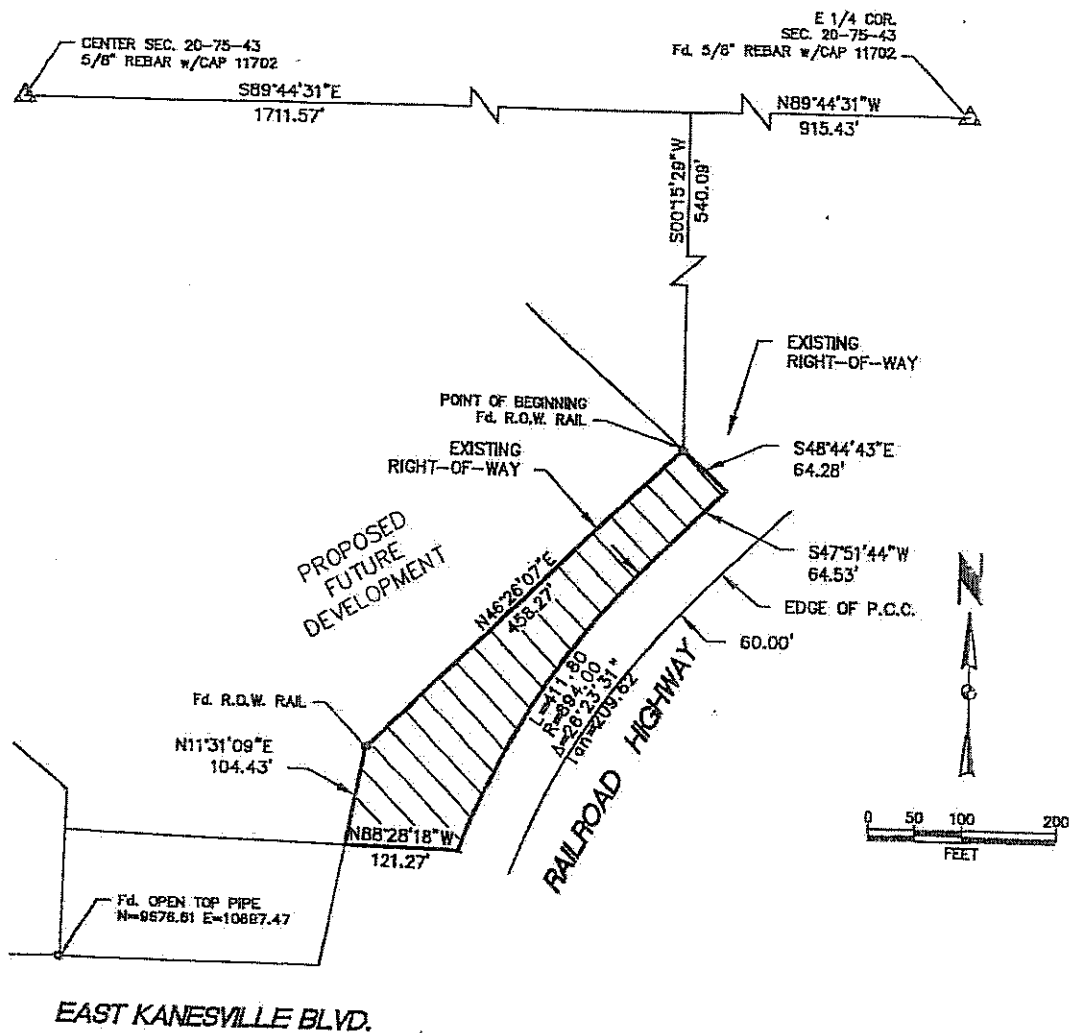
After the zoning change has been obtained Anderson Construction Company will proceed with a request for a conditional use permit for the 2732 E Kanessville Blvd. property and the other two adjoining properties. The conditional use permit would allow for the extraction of natural materials from all three sites in an orderly, responsible manner. As extraction operations are completed areas will be closed and sold as development property.

Before development occurs on this land extraction of soil is needed to reduce the slope of the property, making development more economical. At that time the developer will request rezoning to match the planned use.

fb:

hgm: 10916

SRV\SURVEY\DRAWING\10916 CARL-ROGERS SUB\DWG\10916 EXCESS-ROW.DWG



ANDERSON CONSTRUCTION COMPANY
PROJECT NO. 09004
DRAWING DATE: MAY 2009

BARKERLEMAR
ENGINEERING CONSULTANTS
1801 Industrial Circle - West Des Moines, Iowa - 50265
Phone: 515.256.8814 - Fax: 515.256.0152 - www.barkerlemar.com

EXHIBIT

A

LEGAL DESCRIPTION - RAILROAD HIGHWAY

A PARCEL OF LAND LYING IN RAILROAD HIGHWAY RIGHT-OF-WAY IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, NORTH 89 DEGREES 44 MINUTES 31 SECONDS WEST, 915.43 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 29 SECONDS WEST, 540.09 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD HIGHWAY, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 48 DEGREES 44 MINUTES 43 SECONDS EAST, 64.28 FEET;

THENCE SOUTH 47 DEGREES 51 MINUTES 44 SECONDS WEST, 64.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 894.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26 DEGREES 23 MINUTES 31 SECONDS, 411.80 FEET;

THENCE NORTH 88 DEGREES 28 MINUTES 18 SECONDS WEST, 121.27 FEET MORE OR LESS TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES:

1. NORTH 11 DEGREES 31 MINUTES 09 SECONDS EAST, 104.43 FEET;
2. NORTH 46 DEGREES 26 MINUTES 07 SECONDS EAST, 458.27 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 1.039 ACRES, MORE OR LESS.

ANDERSON CONSTRUCTION COMPANY
PROJECT NO. 09004
DRAWING DATE: MAY 2009

BARKER LEMAR
ENGINEERING CONSULTANTS
1801 Industrial Circle - West Des Moines, Iowa - 50265
Phone: 515.256.8814 - Fax: 515.256.0152 - www.barkerleamar.com

EXHIBIT

A

ORDINANCE NO. 6044

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.02.040 OF THE 2005 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY CHANGING THE DISTRICT DESIGNATION OF CERTAIN GROUNDS, PREMISES AND PROPERTY GENERALLY LOCATED WEST OF RAILROAD HIGHWAY AND NORTH OF EAST KANESVILLE BLVD., FROM R-3/LOW DENSITY MULTI-FAMILY RESIDENTIAL TO A-2/PARKS, ESTATES AND AGRICULTURAL, AS SET FORTH AND DEFINED IN CHAPTERS 15.10 AND 15.05 OF THE 2005 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.

BE IT ORDAINED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.040 of the 2005 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by changing the district designation of certain grounds, property and premises generally located west of Railroad Highway and north of East Kanessville Blvd., legally described as follows:

15.9 acres in a portion of Lot 1, Auditor's Subdivision of the NW ¼ SE ¼ and a portion of Lot 2, Auditor's Subdivision of the NE ¼ SE ¼, all in Section 20-75-43, in Council Bluffs, Pottawattamie County, Iowa,

from its present designation as R-3/Low Density Multi-family Residential to A-2/Parks, Estates and Agricultural, as set forth and defined in Chapters 15.10 and 15.05 of the 2005 Municipal Code of Council Bluffs, Iowa.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after its final passage, approval and publication, as by law provided.

PASSED
AND _____, 2009
APPROVED

THOMAS P. HANAFAN

Mayor

Attest:

MARCIA L. WORDEN

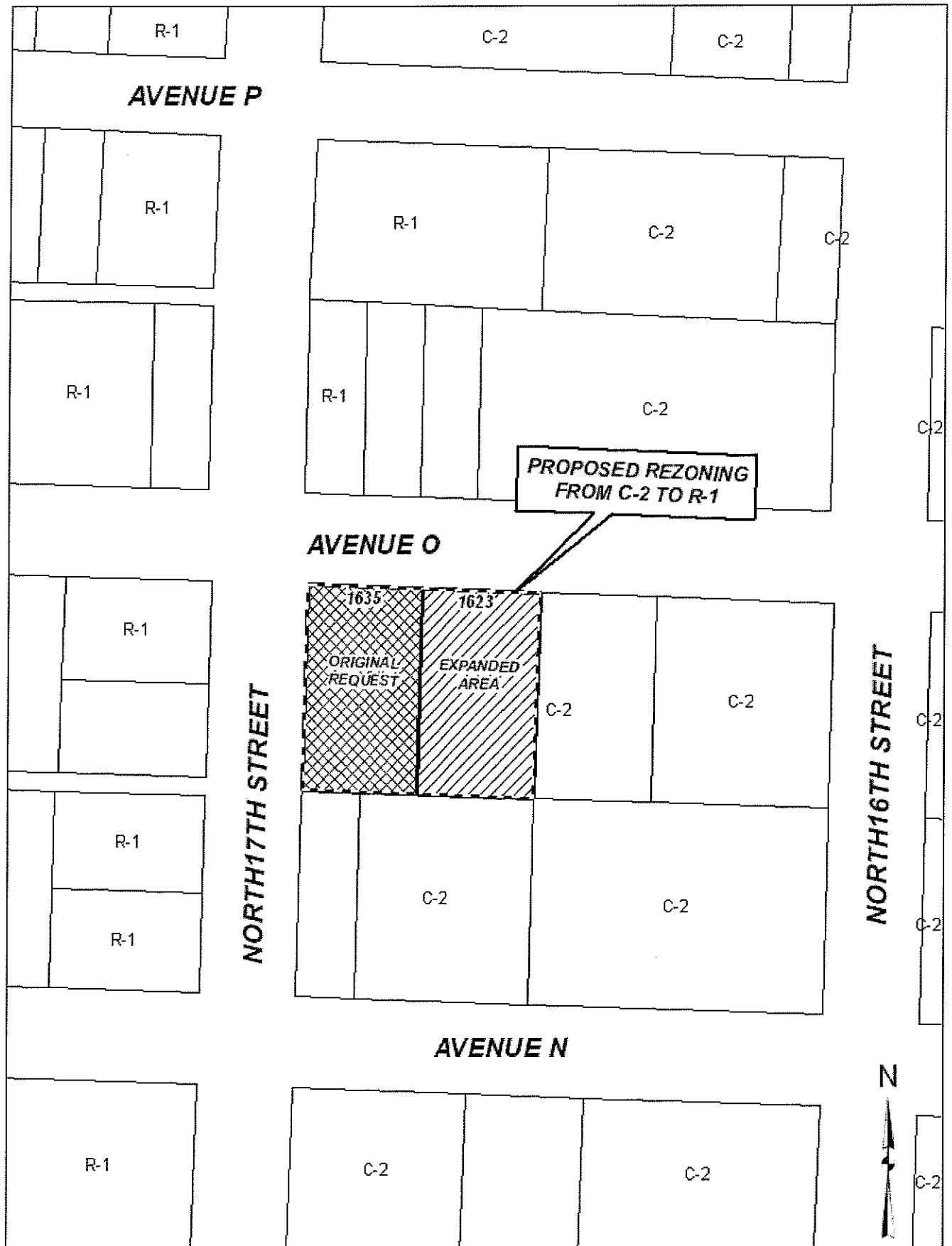
City Clerk

FIRST CONSIDERATION:
SECOND CONSIDERATION:

October 26, 2009
November 9, 2009

Council Communication

Department: Community Development Case No. ZC-09-009 Applicant: Thomas J. Allmon and Community Development	Ordinance No. <u>6045</u>	City Council: October 26, 2009 Planning Commission: October 13, 2009 First Reading: <u>10/26/2009</u> Second Reading: <u>11/9/2009</u> Third Reading:
Subject Request of Thomas J. Allmon, 21270 Old Lincoln Highway, Crescent, IA 51526 to rezone 1635 Avenue O (Lots 75 and 76 and 1/2 vacated alley, Belmont Addition) from C-2 Commercial to R-1/Single Family Residential. The Community Development Department expanded the request to also rezone 1623 Avenue O (Lots 77 and 78 and 1/2 vacated alley, Belmont Addition).		
Background Tom Allmon, legal option holder, is requesting the rezoning of 1635 Avenue O (recently razed) from C-2 Commercial to R-1/Single Family Residential to allow the construction of a new single family structure. The Community Development Department is also including the residential property abutting on the east. These parcels have always been zoned for commercial use but developed with residential uses. Land uses surrounding the subject properties include residential uses to the north and west, commercial uses to the south and vacant property to the east. Surrounding zoning is shown on the attached map. The owners of 1623 Avenue O have been notified by mail of the proposed rezoning. No comment has been received from them or anyone within 200 feet. No adverse comments have been received from any City department or utility. Water and sanitary sewer are available to serve a new residential structure.		
Discussion The requested rezoning is consistent with the Future Land Use map of the 1994 Comprehensive Plan which shows these properties as residential. No adverse comments have been received.		
Recommendation The Community Development Department recommends rezoning Lots 75 through 78 and ½ vacated alley adjacent, Belmont Addition from C-2 Commercial to R-1/Single Family Residential.		
Public Hearing Thomas Allmon, the applicant, appeared before the Planning Commission in favor of the request. Emery Ratliff, 6711 S. 129 th St., Omaha, NE, who owns nearby commercial property said he wanted to buy this property.		
Planning Commission Recommendation The Planning Commission recommends rezoning Lots 75 through 78 and ½ vacated alley adjacent, Belmont Addition from C-2 Commercial to R-1/Single Family Residential.		
VOTE: AYE 10 NAY 0 ABSTAIN 0 ABSENT 1 Motion: Carried		
Attachments: Map showing proposed rezoning area and surrounding zoning. Prepared By: Rebecca Sall, Planning Technician, Community Development Department		



ORDINANCE NO. 6045

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.02.040 OF THE 2005 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY CHANGING THE DISTRICT DESIGNATION OF CERTAIN GROUNDS, PREMISES AND PROPERTY LOCATED AT 1623 AVENUE "O" AND 1635 AVENUE "O" FROM C-2/COMMERCIAL TO R-1/SINGLE FAMILY RESIDENTIAL, AS SET FORTH AND DEFINED IN CHAPTERS 15.15 AND 15.08B OF THE 2005 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.

BE IT ORDAINED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.040 of the 2005 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by changing the district designation of certain grounds, property and premises located at 1623 Avenue "O" and 1635 Avenue "O", legally described as follows:

Lots 75, 76, 77, and 78, and one-half vacated alley, Belmont Addition, in Council Bluffs, Pottawattamie County, Iowa,

from its present designation as C-2/Commercial to R-1/Single Family Residential, as set forth and defined in Chapters 15.15 and 15.08B of the 2005 Municipal Code of Council Bluffs, Iowa.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after its final passage, approval and publication, as by law provided.

PASSED
AND _____, 2009
APPROVED

THOMAS P. HANAFAN Mayor

Attest:

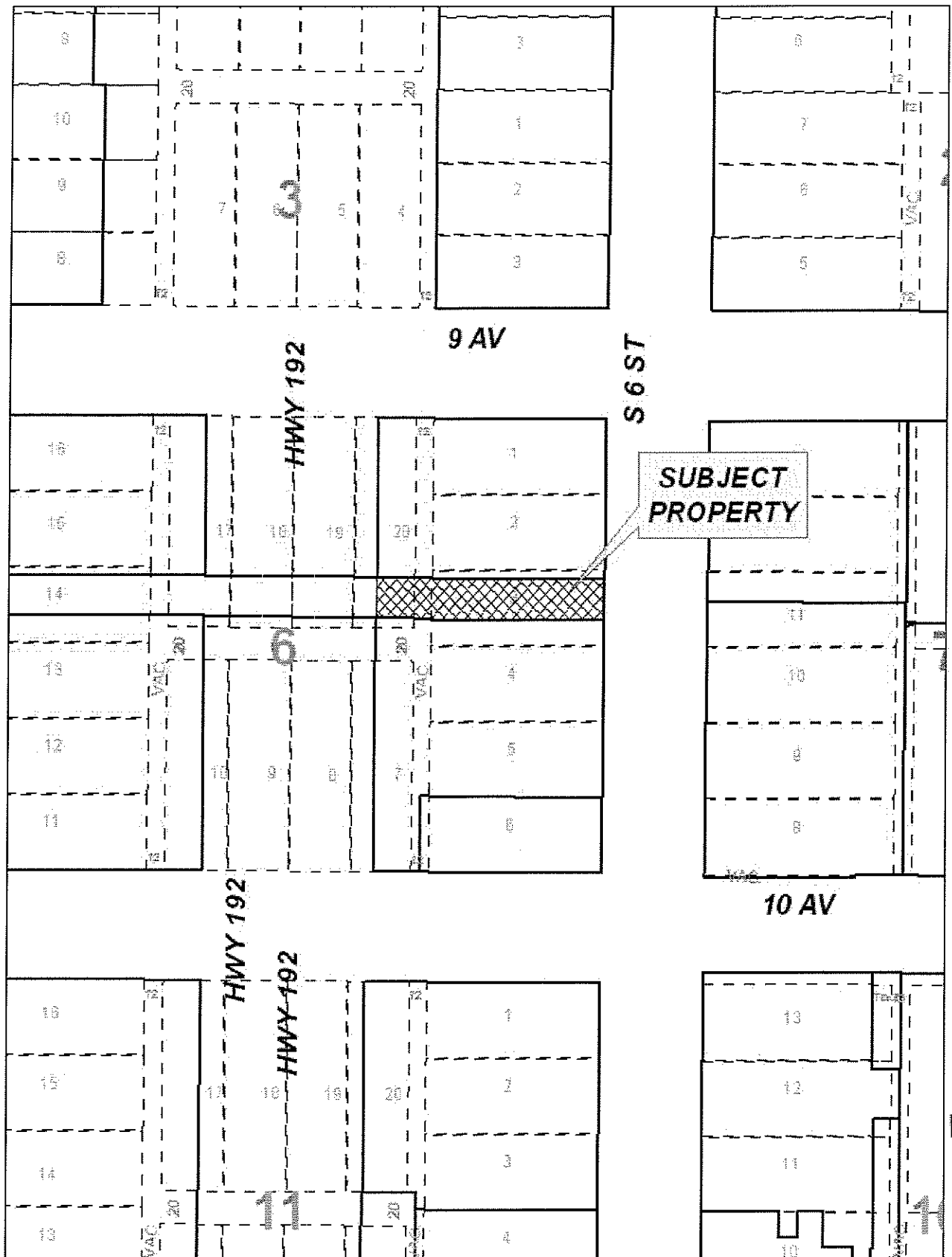
MARCIA L. WORDEN City Clerk

FIRST CONSIDERATION: October 26, 2009
SECOND CONSIDERATION: November 9, 2009
PUBLIC HEARING: November 9, 2009
THIRD CONSIDERATION: _____

Council Communication

Department: Community Development Offer To Buy City Property Applicant: Pottawattamie County Development Corporation	Resolution of Intent No. <u>09-302</u> Resolution to Dispose No. _____	Set Public Hearing: <u>10/26/09</u> Public Hearing: <u>11/09/09</u>
Subject/Title		
Request of Pottawattamie County Development Corporation (PCDC) purchase a 24' x 148.8' portion of City owned property lying between 9 th and 10 th Avenues, west of South 6 th Street.		
Background/Discussion		
<p>The Pottawattamie County Development Corporation (PCDC) has submitted an Offer to Buy a strip of former railroad right-of-way located in Block 6, Riddles Subdivision lying between 9th and 10th Avenues, west of South 6th Street. This parcel, which the City purchased from the Union Pacific Railroad in early 2001, is 24 feet wide and 148.8 feet wide for a total of 3,571.2 square feet. It is located directly south of the former Senior Center at 900 south 6th Street. After it is acquired by PCDC, this strip and the parcels to the north and south will be sold to the Council Bluffs Community Health Center for a new community health care facility, once funding is secured.</p> <p>PCDC has offered \$4,857.81, which is the same price per square foot as paid by the City when it was acquired from the railroad.</p>		
Recommendation		
The Community Development Department recommends disposal of the former railroad property described above to PCDC for \$4,857.81		
Attachment: Location map. Prepared By: Rebecca Sall, Planning Technician, Community Development Department		

OFFER TO BUY - PCDC



Prepared by: Community Development Dept., Co. Bluffs, IA 51503 – Phone: 328-4629
Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 – Phone: 328-4616

RESOLUTION NO. 09-302

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY DESCRIBED AS A 24' X 148.8' STRIP OF FORMER RAILROAD RIGHT-OF-WAY IN BLOCK 6, RIDDLES SUBDIVISION LOCATED BETWEEN 9TH AND 10TH AVENUES, WEST OF SOUTH 6TH STREET.

WHEREAS, the City has received, from Pottawattamie County Development Corporation, an offer to buy a 24' x 148.8' strip of former railroad right-of-way in Block 6, Riddles Subdivision located between 9th and 10th Avenues, west of South 6th Street, more fully described on attached Exhibit A, and

WHEREAS, the Mayor and city staff recommends disposal of the above-referenced property under the terms and conditions set forth in the offer to buy.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the City does hereby express its intent to dispose of City property described as a 24' x 148.8' strip of former railroad right-of-way in Block 6, Riddles Subdivision located between 9th and 10th Avenues, west of South 6th Street, more fully described on attached Exhibit A; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for November 9, 2009.

ADOPTED
AND
APPROVED:

October 26, 2009

Thomas P. Hanafan Mayor

ATTEST:

Marcia L. Worden City Clerk

Sheet 2 of 2

A strip of land, 24.0 feet in width, being a portion of Block 6, Riddle's Subdivision in the City of Council Bluffs, Pottawattamie County, Iowa, said strip being all of that land lying between lines that are parallel with and 12.0 feet on each side of the following described centerline:

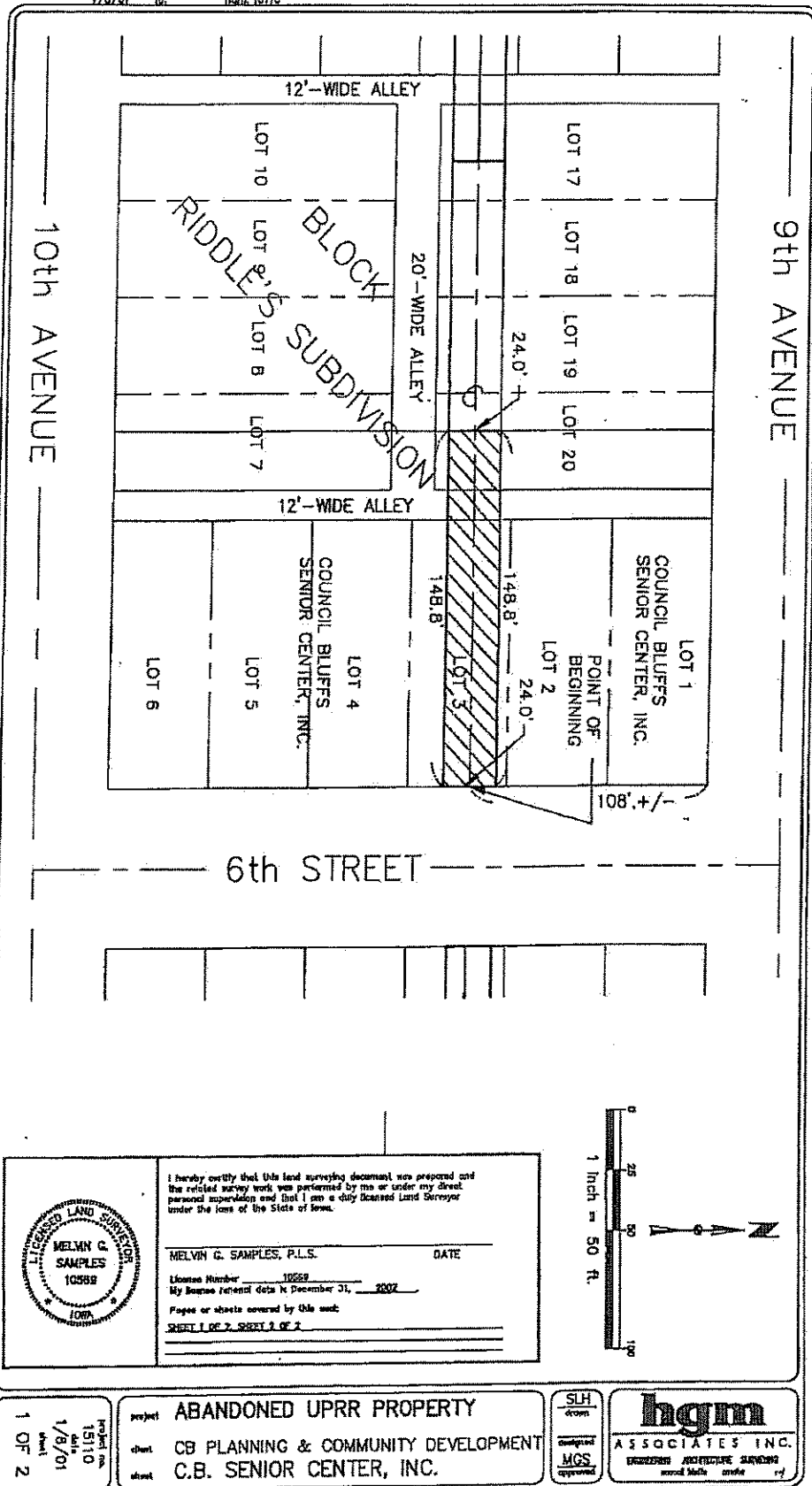
Commencing at the northeast corner of said Block 6;

thence southerly, along the east line of said Block 6, 108 feet, more or less, to a point on the centerline of a railroad track as formally constructed and operated, said point being the TRUE POINT OF BEGINNING;

thence westerly, along said centerline of track, 148.8, more or less, to the intersection with the northerly prolongation of the westerly line of a parcel of land as conveyed by Jake E. Crookham to Council Bluffs Senior Center, Inc. by Warranty Deed dated April 4, 1984, recorded April 4, 1984 in Book 84, Page 17830 Records of the Pottawattamie County Recorder, said intersection being the terminus of said centerline description.

Said strip contains an area of 0.082 acres, more or less.

1/8/01 By: hgm 15110



COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: FY11-09
Applicant: Greg Reeder,
Public Works Director

Resolution No. 09-303

First Reading October 26, 2009

SUBJECT/TITLE

Consideration of a resolution setting a public hearing for the East Manawa Storm Sewer-Phase II.
Project #FY11-09.

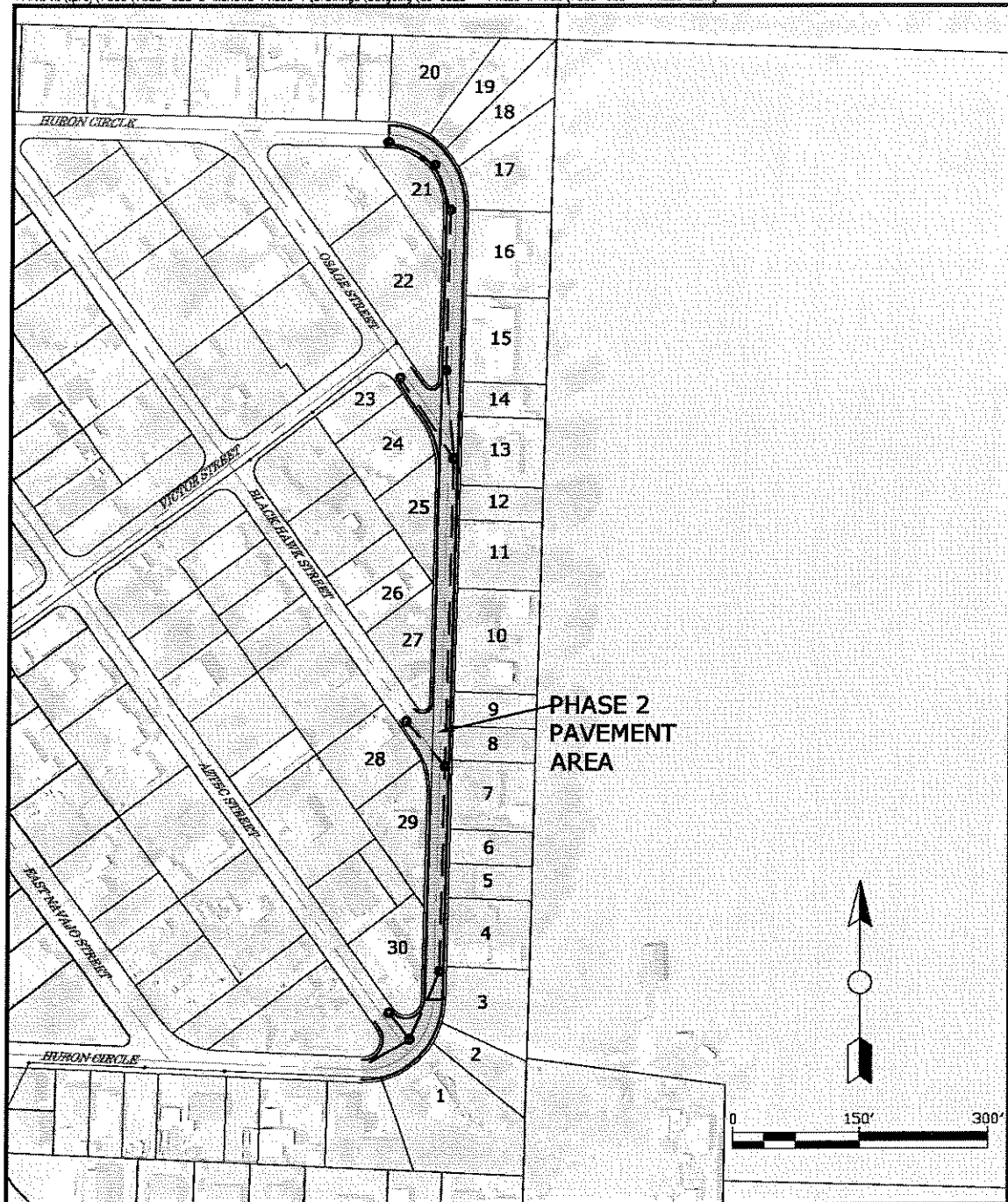
BACKGROUND/DISCUSSION

- The area of East Manawa is very flat with open ditch drainage. There are no storm sewers in this area and during intense rainfall events considerable surface ponding occurs. The streets are thin asphalt and also drain poorly.
- Due to the narrowness of the right-of-way (30 ft.) and to the high water table in the area, conventional storm sewer construction is not practical. The use of porous pavement in conjunction with a porous granular base and shallow subdrain/conveyance system has been determined to be the most cost effective means available to improve the area drainage.
- Phase I constructed two blocks of new pavement, storm sewer and sanitary sewer on Huron Circle in 2009
- This project will continue construction of 4 blocks on Huron Circle with porous asphalt pavement with concrete curb and gutter, storm sewer, sanitary sewer and water main.
- This project has been approved as a State Revolving Fund Green Project with an estimated SRF loan amount of \$1,124,978.30 and a grant in the amount of \$225,159.70. Total estimated project cost is \$1,350,138.00.
- Project must be let by January, 2010, to be eligible for this funding.
- The project schedule is:

Set Public Hearing	October 26, 2009
Hold Public Hearing	November 9, 2009
Letting	December 14, 2009
Award	January 12, 2010

RECOMMENDATION

Approval of this resolution.



**EAST MANAWA STREET SEWER
PHASE 2**

FIGURE: FIGURE 1

REVISION	NO.	DATE
DRAWN SPS	PROJECT NO. 7085-09A	DATE 5/29/09

RESOLUTION
NO 09-303

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING ON THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
EAST MANAWA STORM SEWER PHASE II
PROJECT FY11-09**

WHEREAS, the City wishes to make improvements known as the
East Manawa Storm Sewer Improvements Phase II,
within the City, as therein described; and

WHEREAS, the plans, specifications, form of contract and cost
estimate are on file in the office of the city clerk.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the City Clerk is hereby ordered to set a public hearing on the plans, specifications,
form of contract and cost estimate for the East Manawa Storm Sewer Improvements
Phase II setting November 9, 2009, at 7:00 p.m. as the date and time of said hearing.

ADOPTED
AND
APPROVED

October 26, 2009

Thomas P. Hanafan, Mayor

ATTEST:

Marcia L Worden, City Clerk

Council Communication

Department: Parks, Recreation and Public Property Case/Project No. Applicant: Larry N. Foster	Ordinance No. _____ Resolution No. <u>09-314</u>	Date: October 26, 2009
Subject/Title		
City Council consideration of a resolution setting Public Hearing on the plans, specifications and form of contract for the Wabash Trace to the Bob Kerrey Pedestrian Bridge Trail Rehabilitation Project on November 9, 2009.		
Background/Discussion		
<p>This project will rehabilitate the existing trail from the Wabash Trace to the Bob Kerrey Pedestrian Bridge.</p> <p>The project will be let through the Iowa Department of Transportation with the plans available through the IDOT in Ames. Plans will be on file for the Public Hearing on November 9, 2009, with the letting date scheduled for December 15, 2009.</p> <p>Previously, on April 13, 2009, the Council authorized the Mayor to enter into an Agreement with the Iowa Department of Transportation to provide funding for this project from the 2009 American Recovery and Reinvestment Act (ARRA).</p> <p>Also, on April 13, 2009, the Council approved HGM Associates, Inc., to provide the project's profession design and engineering services.</p> <p>Currently, the Engineer's estimate for this project is \$523,796.62 and the ARRA funding allocated for this project is \$543,866.00.</p>		
Recommendation		
I recommend that the City Council approve the Public Hearing on the plans, specifications and form of contract for the Wabash Trace to the Bob Kerrey Pedestrian Bridge Trail Rehabilitation Project.		

Larry N. Foster

Thomas P. Hanafan

RESOLUTION NUMBER 09-314

RESOLUTION DIRECTING THE CITY CLERK TO PUBLISH NOTICE AND SET PUBLIC HEARING FOR NOVEMBER 9, 2009, AT 7:00 P.M., TO APPROVE THE PLANS SPECIFICATIONS, AND FORM OF CONTRACT FOR THE WABASH TRACE TO THE BOB KERREY PEDESTRIAN BRIDGE PROJECT.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the detailed plans and specifications as prepared by HGM Associates, Inc., engineers for the project, and the form of contract are hereby approved and ordered placed on file in the office of the City Clerk.

ADOPTED
AND
APPROVED

October 26, 2009

Thomas P. Hanafan,

Mayor

ATTEST:

Marcia L. Worden,

City Clerk

COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. _____

First Reading October 26, 2009

Case/Project No.: FY10-19

Resolution No. 09-315

Applicant: Greg Reeder, Public Works Director

SUBJECT/TITLE

Council consideration of a resolution setting a public hearing for 7:00 p.m. on November 9, 2009, for the Waste Water Treatment Plant Recirculation Pump Station/Motor Control Center Replacement and Controls Upgrade.

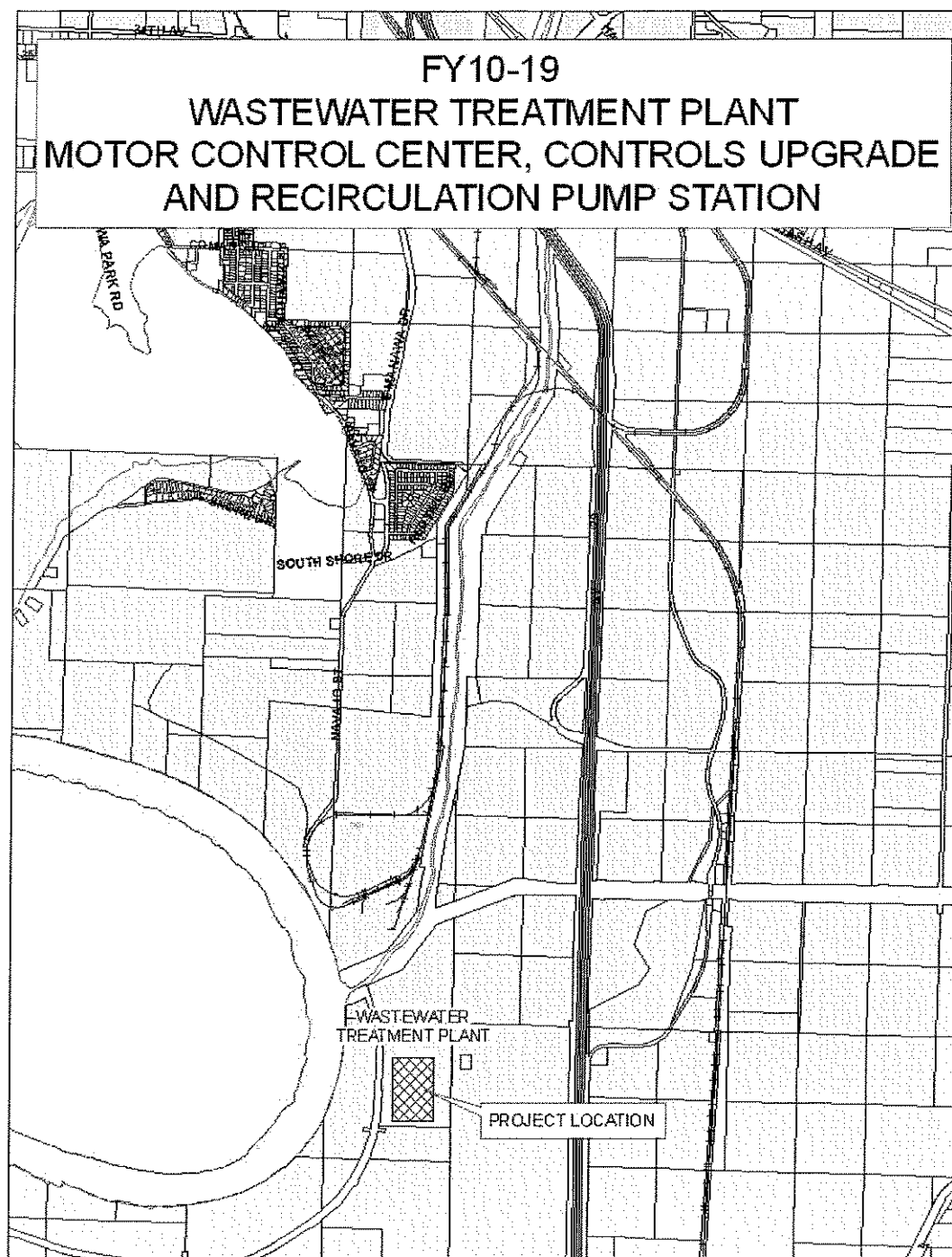
BACKGROUND/DISCUSSION

- The present Waste Water Treatment Plant Motor Control Center (MCC) has been in service for 36 years.
- The MCC has experienced corrosion of the electrical and mechanical control components.
- Many of the original components can no longer be replaced or repaired because the parts are no longer produced.
- All breakers, disconnects, motor stations, and variable frequency drives (VFD's) and related electrical equipment will be replaced.
- The effluent re-use water pumps will be upgraded with new more efficient and higher capacity pumps to meet present and future needs.
- The existing outdated pump controls would be replaced with modern PLC equipment.
- Three existing flow motors, which cannot be repaired due to lack of parts will be replaced.
- This project has been approved as a State Revolving Fund Green Project in the amount of \$500,000. Twenty percent or \$100,000 of this amount is forgivable due to American Recovery and Reinvestment Act funds. The loan will be repaid through sales tax revenues.
- Project must be let by January, 2010, to be eligible for this funding.
- This project schedule is:

Set Public Hearing	October 26, 2009
Hold Public Hearing	November 9, 2009
Letting	December 14, 2009
Award	January 12, 2010
Construction	Summer 2010

RECOMMENDATION

Approval of this resolution.



RESOLUTION
NO 09-315

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING ON THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
WASTE WATER TREATMENT PLANT
RECIRCULATION PUMP STATION/MOTOR CONTROL
CENTER REPLACEMENT & CONTROLS UPGRADE
FY10-19**

WHEREAS, the City wishes to make improvements known as the
Waste Water Treatment Plant Recirculation Pump
Station/Motor Control Center Replacement & Controls
Upgrade, within the City, as therein described; and

WHEREAS, the plans, specifications, form of contract and cost
estimate are on file in the office of the city clerk.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the City Clerk is hereby ordered to set a public hearing on the plans, specifications, form of contract and cost estimate for the Waste Water Treatment Plant Recirculation Pump Station/Motor Control Center Replacement & Controls Upgrade setting November 9, 2009, at 7:00 p.m. as the date and time of said hearing.

ADOPTED
AND
APPROVED

October 26, 2009

Thomas P. Hanafan, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Council Communication

Department: Legal	Ordinance No.	Council Action: <u>10/26/09</u>
Case/Project No.	Resolution No. <u>09-304</u>	
Applicant		
SUBJECT/TITLE		
A resolution authorizing the City to enter into an Easement Agreement with the Council Bluffs Water Works and MidAmerican Energy Company for a parcel of land near Gifford Road.		
BACKGROUND		
Council Bluffs Water Works is in the process of constructing a new water treatment plant in the area of Gifford Road and MidAmerican Energy Company is installing power transmission lines. Resolution 09-296 expressed the City's intent to enter into an Easement Agreement with the Council Bluffs Water Works and MidAmerican Energy Company; which was adopted on October 12, 2009. This Easement Agreement is in the best interest of the City and these two entities.		
RECOMMENDATION		
It is in the City's best interest to approve the Easement Agreement in this matter.		

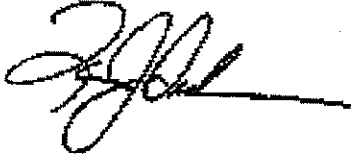
Richard Wade

Department Head Signature

Mayor Signature

Page 2
April __, 2009

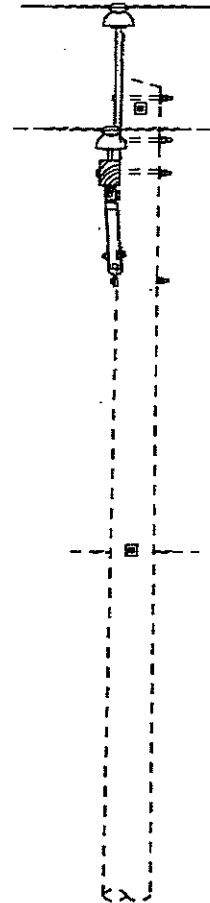
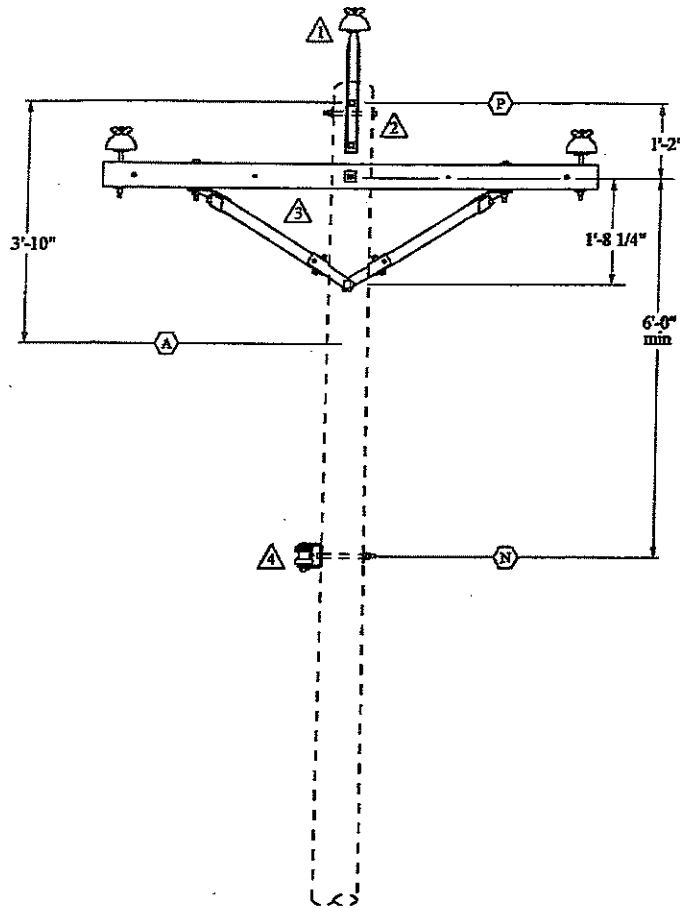
If you have any questions, please do not hesitate to contact me as we would like to acquire all of the necessary easements within the next thirty (30) days.

A handwritten signature in black ink, appearing to read 'LJ Beckman', with a long horizontal line extending to the right.

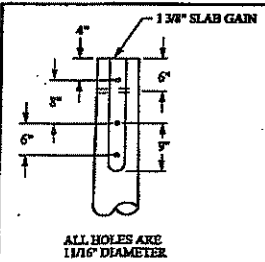
LAWRENCE J. BECKMAN
LJB/rh

Direct Email: ljbeckman@smithpeterson.com

cc(eml): Douglas P. Drummey w/o enclosures
David Lane w/o enclosures



POLE TOP DRILLING DIMENSIONS



TAG	CULIST	QTY
△	FMC100	1
△	FMC150	1
△	FMC498	1
△	SFC200	1

CU CATEGORY
OHFRAME

MidAmerican
ENERGY

DRAWN BY
MLL

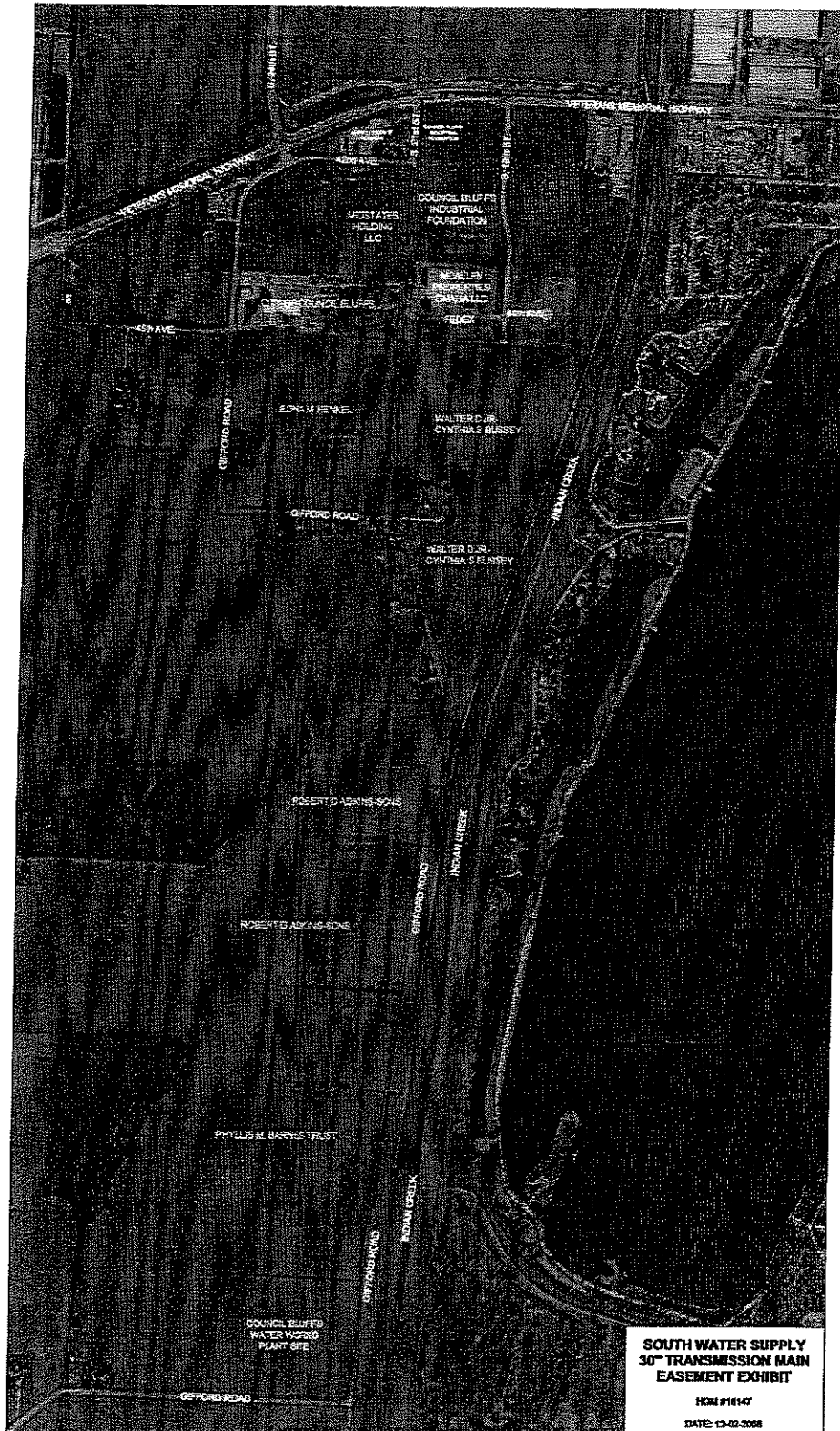
APPROVED BY
ASM

**THREE PHASE
8-FOOT CROSSARM
TANGENT**

CR8M100

REV. NO.	REV. DATE	ISSUE DATE
1	11/17/04	12/01/02

4.A.



EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager. Reviewed and approved by legal counsel for the Board of Water Works Trustees of the City of Council Bluffs, Iowa.

Taxpayer Information: (Name and complete address)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager.

Return Document To: (Name and complete address)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager.

Grantors:

City of Council Bluffs, Iowa

Grantees:

City of Council Bluffs, Iowa, for the use and benefit of The Board of Water Works Trustees of the City of Council Bluffs, Iowa

And

MidAmerican Energy Company, an Iowa corporation

Legal Description: See next page.

Document or instrument number of previously recorded documents if applicable:

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Council Bluffs, Iowa, a Municipal Corporation in the County of Pottawattamie and the State of Iowa, by its Mayor thereunto duly authorized, as hereinafter set forth, for good and sufficient valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the City Of Council Bluffs, Iowa (the "City"), for the use and benefit of The Board of Water Works Trustees of the City of Council Bluffs, Iowa, (the "Water Works") AND MidAmerican Energy Company, an Iowa corporation ("MAE"), (the City and MAE being individually a "Grantee" and collectively the "Grantees" and the Water Works and MAE being individually a "Utility" and collectively the "Utilities") a permanent non-exclusive easement fifty (50) feet in width, over, under, along, across and through the following described real estate situated in the City of Council Bluffs, Pottawattamie County, Iowa, to-wit:

See Exhibit "A"

including the perpetual right of either of the Utilities to enter upon said real estate, at any time that they may see fit, and construct, reconstruct, inspect, maintain, repair, replace and operate or remove underground pipe lines, water mains and electric transmission and distribution lines for the purpose of conveying water and electric energy and for communication and electrical controls, including underground wires and cables, the necessary poles, wires, guys, anchor and other appurtenances (collectively the "Facilities") under and on the surface of the ground, over, under, along, across, and through said real estate, together with the right to excavate and refill ditches and/or trenches for the location of said pipe lines, water mains and electric transmission and distribution lines and the further right to clear and keep clear or remove trees, bushes, saplings, undergrowth, and other obstructions as may be necessary interfering with the location, construction and maintenance of said pipe lines, water mains and electric transmission and distribution lines.

The Easement herein granted shall be a servient estate which shall run with the land and be binding on the successors-in-interest to said tracts of land.

The Utilities shall properly and promptly refill any excavations made on said premises after the purpose of said excavation has been fulfilled and shall leave the premises in the same general condition, but for the presence of above ground electric transmission and distribution lines, as it

was in before the Utilities went upon the same; further, that if any fences or existing structures are moved for the purpose of laying, maintaining, operating or replacing said pipe lines, water mains or electric transmission and distribution lines, such fences and structures shall be promptly replaced by the Utilities upon completion of the work requiring such removal. Damages to property real or personal of the undersigned, its successors and assigns, by the Utilities while constructing or maintaining the lines shall be paid to the party damaged by the Utility responsible for said damages.

In further consideration for the good and sufficient valuable consideration received by the undersigned, no building shall be constructed and or changes shall be made in ground elevation by the Grantor within the easement area without permission from the Utilities indicating that said construction and or ground elevation changes will not interfere with the Utilities rights to operate and maintain their Facilities.

Further, the undersigned covenants with Grantees that the undersigned is lawfully seized and possessed of the real estate above described; that it has good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that the undersigned will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Words and phrases herein, including the acknowledgement, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

All provisions of this Agreement shall inure to the benefit of and be binding upon and applicable to the successors, personal representatives, heirs, and assigns of the parties hereto the same as if they were in all instances named herein.

[signature page follows]

In Witness, Whereof, the City of Council Bluffs, Iowa, has caused these presents to be signed by its Mayor and the seal of said City duly attested by the City Clerk has been affixed this ____ day of _____, 2009.

City of Council Bluffs

Thomas P. Hanafan, Mayor

Attest:

Marcia L. Worden, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on the ____ day of _____, 2009, by Thomas P. Hanafan and Marcia L. Worden, as the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a municipal corporation.

Notary Public in and for said State

(Seal)

Exhibit "A"

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, NORTH 87 DEGREES 34 MINUTES 33 SECONDS WEST, 50.00 FEET;

THENCE NORTH 02 DEGREES 17 MINUTES 14 SECONDS EAST, 459.94 FEET;

THENCE SOUTH 87 DEGREES 33 MINUTES 49 SECONDS EAST, 50.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 02 DEGREES 17 MINUTES 14 SECONDS WEST, 459.93 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 0.528 ACRE, MORE OR LESS.

PREPARED BY: City Legal Department, 209 Pearl Street, Council Bluffs, IA 51503
RETURN TO: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503

RESOLUTION NO. 09-304

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN EASEMENT AGREEMENT WITH COUNCIL BLUFFS WATER WORKS AND MIDAMERICAN ENERGY COMPANY FOR A PARCEL OF LAND NEAR GIFFORD ROAD.

WHEREAS, Resolution Number 09-296 expressed the City's intent to enter into an Easement Agreement with the Council Bluffs Water Works and MidAmerican Energy Company and it was approved on October 12, 2009.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That following the public hearing in this matter, the Mayor is hereby authorized and directed to sign said Easement Agreement.

ADOPTED
AND
APPROVED October 26, 2009

Thomas P. Hanafan, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Council Communication
October 26, 2009 City Council Meeting

Department: Community Development	Ordinance No.: N/A Resolution No.: <u>09-305</u>	First Reading: N/A Second Reading: N/A Third Reading: N/A Public Hearing: N/A
Case/Project No.: N/A		
Subject/Title		
Execute US EPA Brownfields Cleanup Grant.		
Location		
1001 South 6 th Street, Council Bluffs, IA.		
Background/Discussion		
<u>Background</u> The U.S. Environmental Protection Agency (EPA) has established a Brownfields Cleanup Grant Program. This Program provides local communities with funds to perform cleanup activities related to brownfield sites. In the past the City was successful in receiving \$800,000 in EPA Brownfields Assessment Grant funds to inventory, assess, and characterize environmental contaminants within the City, particularly in the South Main Urban Renewal area. Due to the successful use of the EPA Brownfields Assessment Grant funds, the property at 1001 South 6 th Street was identified as an eligible site for EPA Brownfields Cleanup funds.		
<u>Discussion</u> In October of 2008, an application for an EPA Brownfields Cleanup Grant was prepared and submitted to the EPA. The application requested \$200,000 to remediate the contaminants at 1001 South 6 th Street. On May 7, 2009 the City was awarded a \$200,000 EPA Brownfields Cleanup Grant for the City of Council Bluffs.		
Staff Recommendation		
The Community Development Department recommends City Council approve and adopt a resolution authorizing the Mayor to execute a \$200,000 EPA Brownfields Cleanup Grant for the City of Council Bluffs.		
Attachments		
None.		

Submitted by: Tina Hochwender, Project Coordinator, Community Development Department
Approved by: Donald D. Gross, Director, Community Development Department

RESOLUTION NO. 09-305

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$200,000 U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS CLEANUP GRANT FOR THE CITY OF COUNCIL BLUFFS, FOR THE REMEDIATION OF CONTAMINANTS AT 1001 SOUTH 6TH STREET.

WHEREAS, the US EPA Brownfields Cleanup Grant program is a source of funding to remediate contaminants; and

WHEREAS, the City has made an application for an US EPA Brownfields Cleanup Grant for the City of Council Bluffs for the land at 1001 South 6th Street; and

WHEREAS the City was awarded an US EPA Brownfields Cleanup Grant in the amount of \$200,000; and

WHEREAS, the application for, and use of, said funds is in the best interest of the City; and

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

That the Mayor is hereby authorized to execute the \$200,000 US EPA Brownfields Cleanup Grant for the City of Council Bluffs for the remediation of contaminants at 1001 South 6th Street.

ADOPTED

AND

APPROVED: _

October 26, 2009

Thomas P. Hanafan

Mayor

ATTEST:

Marcia L. Worden

City Clerk

COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. _____

First Reading October 26, 2009

Case/Project No.: FY11-08

Resolution No 09-306

Second Reading _____

Applicant Greg Reeder, Public Works Director

Third Reading _____

SUBJECT/TITLE

Council consideration of a resolution authorizing the mayor to execute an agreement with HGM Associates for engineering services in connection with the South 13th Street Improvements Phase V

BACKGROUND/DISCUSSION

- 13th Street sanitary sewer is a major collector sewer in the system. It collects two thirds of the sewage in the Indian Creek Basin.
- The sewer directs flow to the 29th Avenue Pump Station. The pump station was replaced in 2005-2006. The outfall sewer from 29th Avenue Pump Station to I-80 Pump Station was replaced between 1999 and 2003.
- The 13th Street sewer starts out as a 66" inch pipe at 28th Avenue and incrementally reduces in size to Broadway where it is a 30" inch pipe. The sewer is of brick or concrete construction and is at least 50 years old.
- The sewer is in need of replacement and is programmed to be phased over several years.
- The pipe and streets will be evaluated to determine the most effective rehab method. These methods will include pipe lining (with limited street patching) or open trench excavation with street replacement.
- Phase I project was completed in 2006 and constructed a siphon under Indian Creek from 13th Street sanitary sewer to 15th Street sanitary sewer.
- Phase II was completed in 2007 and included a new sanitary sewer, pavement and storm sewer from 28th Avenue to approximately 25th Avenue. It included a new pipe under Indian Creek.
- Phase III was completed in 2008 and included a new sanitary sewer, pavement and storm sewer from 25th Avenue to 22nd Avenue.
- Phase IV is under construction currently and includes a new sanitary sewer, pavement and storm sewer from 22nd Avenue to 18th Avenue.
- This is project FY11-08, Phase V in the CIP and has a budget of \$1,400,000 in sales tax funds and will involve construction of a new sanitary sewer, pavement and storm sewer from 18th Avenue to North of 14th Avenue.
- This project is scheduled for 2010 construction.

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

The Honorable Thomas P. Hanafan, Mayor

FY11-08
13TH ST. SEWER REHAB PH V



Contract for Engineering Services

THIS CONTRACT, executed by the CITY OF COUNCIL BLUFFS, IOWA, FIRST PARTY, hereinafter referred to as the CONTRACTING AUTHORITY; and HGM ASSOCIATES INC., 640 Fifth Avenue, P.O. Box 919, Council Bluffs, Iowa, 51502-0919, SECOND PARTY, hereinafter referred to as the ENGINEER; made this ____ day of _____, 2009, in consideration of the mutual covenants hereinafter:

WHEREAS, the CONTRACTING AUTHORITY proposes to make the following improvements described as:

13TH STREET REHABILITATION, PHASE V
CITY OF COUNCIL BLUFFS, IOWA
PROJECT NO. FY 11-08

WHEREAS, the CONTRACTING AUTHORITY desires to employ the ENGINEER to perform General Consulting and Construction Phase Engineering Services for the above designated improvement program as described in the following general Scope of Services:

I. Scope of Services:

- A. Meet with the CONTRACTING AUTHORITY to define the project and to prepare a detailed scope of services for the project.
- B. Conduct a topographic survey of defined project area in sufficient detail to prepare construction plans.
- C. Prepare plans and specifications for the construction of the project improvements. There will be two phases to this service, a preliminary design phase and a final design phase.
- D. Provide bid phase services as follows: preparation of final opinion of probable cost; distribution of bid documents, plans and specifications; attend letting; check and tabulate bids; and prepare letter of recommendation regarding award of construction contract for improvements.
- E. Provide engineering services during construction phase including part-time construction observation to allow the ENGINEER to prepare a statement that improvements have been completed in substantial compliance with the plans and specifications. Services will include a project representative, construction contract administration, staking of proposed construction improvements and the preparation of record drawings at the completion of construction.

- F. Provide project management services including coordination of other subconsultants or consulting services as directed by the CONTRACTING AUTHORITY.
- G. Additional services, as authorized in writing by the CONTRACTING AUTHORITY, requiring the use of other subconsultants or commercial testing laboratories.
- H. Prepare, as authorized in writing by the CONTRACTING AUTHORITY, right-of-way plats and descriptions, easement descriptions, outside permits and special assessments.

WHEREAS, the ENGINEER desires to accept the said employment under the terms and conditions hereinafter outlined.

NOW, THEREFORE, IT IS AGREED AND STIPULATED by and between the parties hereto as follows:

II. Terms and Conditions:

- A. The ENGINEER agrees to:
 - 1. Provide all office and field equipment and supplies to perform such duties designated in the scope of services.
 - 2. Provide, in addition to his own professional services, the necessary personnel to perform such duties as shall be designated by the CONTRACTING AUTHORITY and to act under the direction of said authority.
- B. The CONTRACTING AUTHORITY agrees to employ and pay the ENGINEER under the following terms and conditions:
 - 1. For items I.A. and I.F. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll costs times 2.15 with a negotiated "not to exceed" maximum amount.
 - 2. For items I.B., I.C., and I.D. of the scope of services, the fees will be a negotiated lump sum amount for each of these services.
 - 3. For item I.E. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15 with negotiated maximum amount based on a percent (%) of the *averaged construction cost amount*. The *averaged construction cost amount* shall be equal to the average amount of the bid amount of the two (2) low bidders.

4. For item I.G. the fee will be the actual cost as billed by the subconsultant or commercial testing laboratory.
5. For item I.H. the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15.
6. For additional services performed by the ENGINEER as authorized in writing by the CONTRACTING AUTHORITY the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15.
7. All engineering and related fees will be billed on a monthly basis for services rendered during the specific period.
8. The payroll cost used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged directly on the project, including--but not limited to -- engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks; plus the cost of fringe benefits including -- but not limited to -- social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The payroll cost will be determined by multiplying actual payroll times 1.30.

C. GENERAL CONDITIONS:

1. Ownership of Documents:

Both parties agree that the ownership of documents prepared by the ENGINEER at the direction of the CONTRACTING AUTHORITY, including specifications, drawings, maps, plats, and other related documents, shall be and remain property of the CONTRACTING AUTHORITY; and further, that such right in the CONTRACTING AUTHORITY shall not preclude the right of the ENGINEER to make and retain copies of same, to which copies ENGINEER shall have full right of ownership.

2. Termination of Agreement:

This agreement, or any portion thereof, may be terminated immediately upon written notice by the CONTRACTING AUTHORITY. In event such Notice of Termination shall be given by the CONTRACTING AUTHORITY, the payment for unbilled Engineering Services for work performed prior to the date of termination shall be determined by multiplying the ENGINEER'S payroll cost times 2.15, plus outside expense.

3. Revision of Completed Documents of Service:

Drafts of documents of service shall be submitted to the CONTRACTING AUTHORITY by the ENGINEER for review and comment. The comments received from the CONTRACTING AUTHORITY and the reviewing agencies shall be incorporated by the ENGINEER prior to submission of the final work product by the ENGINEER. Documents of service revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on documents of service by the CONTRACTING AUTHORITY shall be in writing. In the event there are no comments from the CONTRACTING AUTHORITY or reviewing agencies to be incorporated by the ENGINEER into the final document of service, the CONTRACTING AUTHORITY shall immediately notify the ENGINEER, in writing, that the document of service is considered to constitute "satisfactorily completed and accepted work."

In the event that the document of service prepared by the ENGINEER is found to be inadequate and revision or reworking of the document of service is necessary, the ENGINEER agrees that it shall do such revising without expense to the CONTRACTING AUTHORITY, even though final payment may have been received. The ENGINEER must give immediate attention to these changes so there will be a minimum of delay in the project. Should the CONTRACTING AUTHORITY find it desirable to have previously satisfactorily completed and accepted document of service or parts thereof revised, the ENGINEER shall make such revisions if requested and directed by the CONTRACTING AUTHORITY in writing. This work will be paid for as provided in Section II.B.6.

4. Extra Work/Changes in Scope:

If the ENGINEER is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," the ENGINEER shall promptly notify the CONTRACTING AUTHORITY in writing to that effect. In the event that the CONTRACTING AUTHORITY determines that such work does constitute "Extra Work," the CONTRACTING AUTHORITY shall provide extra compensation to the ENGINEER as provided in Section II.B.6. or at a negotiated lump sum. Unless written approval from the CONTRACTING AUTHORITY for "Extra Work" has been secured in advance from the ENGINEER, no claims will be allowed. However, the CONTRACTING AUTHORITY shall have benefit of the service rendered.

5. Indemnification:

The ENGINEER hereby agrees to indemnify, defend and save harmless the CONTRACTING AUTHORITY, its officers, agents, and employees from and against any and all claims arising out of the negligent acts, errors, or omissions of the ENGINEER, its officers, agents, and employees in the execution of the work specified in this contract.

6. Insurance:

The ENGINEER hereby agrees to obtain and to keep in force during the term of this contract the below-described insurance coverage relating to the work specified under this contract. The ENGINEER will furnish the CONTRACTING AUTHORITY with evidence of such coverage prior to commencing any work under this contract.

Insurance coverage, which the ENGINEER shall obtain and keep in force, is as follows:

- a. Worker's Compensation insurance as required under the laws applicable to the work, and Employer's Liability insurance at a level of \$500,000, which shall cover all of the ENGINEER'S employees engaged in the work.
- b. Automobile Liability insurance covering all automotive equipment used in connection with the work under this contract, with not less than \$1,000,000 bodily injury per occurrence, and property damage insurance with \$500,000 per occurrence and \$1,000,000 aggregate.
- c. Comprehensive General Liability insurance (including contractual, products and completed operations liability insurance) covering work performed under this contract, with not less than \$1,000,000 per occurrence for bodily injury, and property damage insurance with limits of \$500,000 per occurrence and \$1,000,000 aggregate.
- d. Excess Liability insurance of \$1,000,000.

7. Successors and Assigns:

Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Dated this _____ day of _____, 2009.

CITY OF COUNCIL BLUFFS, IOWA * FIRST PARTY
CONTRACTING AUTHORITY

By: _____
Mayor: Thomas P. Hanafan

Attest: _____
City Clerk: Marcia L. Worden

HGM ASSOCIATES INC. * SECOND PARTY
ENGINEER

By: Ronald N. Tekippe
Ronald N. Tekippe, P.E.
Vice President

Attest: Terrence L. Smith
Terrence L. Smith, P.E.
Project Manager

RESOLUTION
NO 09-306

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
HGM ENGINEERING FOR ENGINEERING SERVICES
IN CONNECTION WITH THE
SOUTH 13TH STREET IMPROVEMENTS PHASE V
FY11-08**

- WHEREAS, the city wishes to make improvements known as the
So. 13th Street Improvements-Phase V within the city,
as therein described; and
- WHEREAS, HGM Engineering has submitted an agreement
to provide engineering services for the work necessary for
said improvements; and
- WHEREAS, the city council deems approval of said agreement to be
in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with
HGM Engineering for engineering services relative to the So. 13th Street Improvements Phase V.

ADOPTED
AND
APPROVED

October 26, 2009

Thomas P. Hanafan, Mayor

ATTEST:

Marcia L. Worden, City Clerk

COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. _____

First Reading October 26, 2009

Case/Project No.: FY11-13

Resolution No. 09-307

Second Reading _____

Applicant Greg Reeder, Public Works Director

Third Reading _____

SUBJECT/TITLE

Council consideration of a resolution authorizing the mayor to execute an agreement with Ehrhart Griffin & Associates for engineering services in connection with the Playland Sanitary Sewer Rehab

BACKGROUND/DISCUSSION

- Based on a sanitary sewer study the sewer collection system in the Playland Park area experiences very high infiltration during high levels in the Missouri River due to associated high ground water levels.
- The area has experienced sanitary sewer collapses due to the voids caused by excessive infiltration.
- The area includes over 15,000 lineal feet of sanitary sewer mains, over 65 sanitary sewer manholes and 440 sanitary sewer laterals.
- This project will require a study and evaluation of the existing system using televised inspection to determine areas of total replacement, spot repairs and sewer main in place lining.
- Based on the study and evaluation a series of projects will be developed and prioritized for implementation over several years
- This is project FY11-13 in the CIP and is funded with \$1,000,000 in sales tax revenues
- Phase I will be constructed in the summer of 2010

RECOMMENDATION

Approval of this resolution.

FY11-13
PLAYLAND SANITARY SEWER REHAB





PROPOSAL FOR PROFESSIONAL ENGINEERING &
LAND SURVEYING SERVICES
EGA PROJECT NO 091260

October 13, 2009

Mr. Greg Reeder, Public Works Director
Public Works Department
209 Pearl Street
Council Bluffs, IA 51501

Dear Mr. Reeder:

We propose to render professional engineering and land surveying services in connection with that portion of
FY11-13 – PLAYLAND SANITARY SEWER REHAB.

Our service structure is as follows:

A. Surveying

Provide land surveying services as required to complete the preliminary and final design of the project.

B. Conceptual/Study Phase

Provide necessary testing services and prepare a study to identify and prioritize proposed improvements. Prepare conceptual drawing, cost estimate, and coordinate with the City to define the scope of the Project.

C. Preliminary and Final Design Phases

In consultation with the City, and on the basis of the accepted conceptual plans, prepare Preliminary Design documents consisting of final design criteria and preliminary drawings. Based on the information contained in the Preliminary Design documents, a revised cost estimate will be prepared.

With the approval of the preliminary Design documents, prepare for incorporation in the Contract Documents, final drawings to show the general scope, extent, and character of the work to be furnished and performed by the Contractor(s) including specifications. Provide other services as directed by the City to initiate the Bidding Phase.

D. Bidding Phase

Assist the City in obtaining bids for construction of the Project. Prepare and issue addenda as necessary to interpret, clarify, or expand the Bidding Documents. Attend the Bid opening as requested and assist the City in evaluating the Bids.

E. Construction Phase

Provide construction observation, project management, and construction staking services necessary to determine in general that work by the contractor is proceeding in accordance with the Contract Documents. The City will be kept informed of the progress of the work. Review of shop drawings, coordination of testing services, processing of change orders, and applications for payment will also be provided.

- F. Project Management
Provide services as requested by the City not typical to technical design services.
- G. Outside Consultants/Testing
Obtain necessary sub-consultants and testing services required for construction to be completed in accordance to the Contract Documents.
- H. Right of Way
Coordinate and prepare necessary documentation to obtain right-of-way, easements, outside permits, and assessments.

These Professional Engineering and Land surveying services would be provided at the following fee schedule:

A. Surveying	Lump Sum
B. Concept /Study Phase	Hourly, not to exceed a negotiated maximum
C. Preliminary and Final Design Phase	Lump Sum
D. Bidding Phase	Lump Sum
E. Construction Phase	Hourly, not to exceed negotiated % of construction (average of two low bidders)
F. Project Management	Hourly, not to exceed negotiated maximum
G. Outside Consultants/Testing	Billed per invoice
H. Right of Way	Hourly

Hourly and additional or non-customary services will be charged at an hourly rate based on the following Hourly Rate Schedule:

STANDARD HOURLY RATE SCHEDULE:

Principal	150.00/hr.	Survey Department Manager	115.00/hr.
Engineering Department Manager	135.00/hr.	Professional Land Surveyor	87.50/hr.
Engineering Project Manager	135.00/hr.	Survey Technician	71.00/hr.
Project Engineer	89.00/hr.	Survey Crew Party Chief	87.50/hr.
Design Engineer	78.00/hr.	Survey Crew Tech. W/ EDM	87.50/hr.
Engineering Technician I	71.00/hr.	Robotic Laser EDM	87.50/hr.
Engineering Technician II	63.00/hr.	GPS Satellite Receiver	175.00/hr.
Quality Assurance Manager	90.00/hr.	Office Clerical	55.00/hr.
Construction Manager	82.00/hr.	Office Manager	88.00/hr.
Construction Observer I	75.00/hr.		
Construction Observer II	55.00/hr.		

REIMBURSABLE EXPENSES:

Federal/Airborne Express	30.00/ea.
Express Messenger	15.00/ea.
Mylar Copy (24" x 36")	7.00/ea.
Mylar Copy (30" x 42")	9.00/ea.
Bond Copy (8½x11)	0.30g/ea.
Bond Copy (8½x14)	0.55/ea.
Bond Copy (11 x 17)	0.75/ea.
Bond Copy (24 x36)	4.00/ea.
Bond Copy (30 x 42)	5.00/ea.
Color Copy (8½x11)	1.00/ea.
Color Copy (8½x14)	1.25/ea.
Color Copy (11 x 17)	1.75/ea.
Color Copy (24x36)	4.00/ea.
Color Copy (30x42)	9.00/ea.

Ehrhart Griffin & Associates will bill the City monthly for services and reimbursable expenses. The aforementioned financial arrangements are on the basis of prompt payment and the orderly and continuous progress of construction.

We would expect to start promptly with the above work upon acceptance of this proposal and to complete our services according to the construction schedule.

If there are protracted delays for reason beyond our control, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scales applicable to the period when services are in fact being rendered.

Should budgetary limitations become a factor in the completion of this work, the City shall so advise Ehrhart Griffin & Associates in writing at the earliest possible date. We will endeavor to work within such limitations.

Ehrhart Griffin & Associates agrees to indemnify and save harmless the City, its officers, agents, and employees from and against any and all claims including reasonable attorneys' fees and defense costs arising out of the negligent acts, errors, or omissions of Ehrhart Griffin & Associates, its officers, agents, and employees in the execution of the services specified in this contract

In recognition of the relative risks and benefits of the project to both the City and Ehrhart Griffin & Associates, the risks have been allocated such that the City agrees, to the fullest extent permitted by law, to limit the liability of Ehrhart Griffin & Associates and their sub-consultants to the Owner and to all construction contractors and subcontractors on the project

for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Ehrhart Griffin & Associates and their sub-consultants to all those named shall not exceed \$1,000,000.00. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.

This proposal letter represents the entire understanding between the City and Ehrhart Griffin & Associates with respect to the project and may be modified in writing with the signatures of both parties.

If this satisfactorily sets forth your understanding of the arrangement between us, please sign both copies of this letter where indicated. Please retain one copy for your records and return the second copy to this office.

OWNER : CITY OF COUNCIL BLUFFS

A/E: EHRHART GRIFFIN & ASSOCIATES

Signature: _____

Signature: 

By: _____

By: Robert G. Griffin, P.E.

Title: _____

Title: Principal

Date: _____

Date: October 13, 2009

Address: _____

3552 Farnam Street

City, State: _____

Omaha, Nebraska 68131

Phone: _____ Fax : _____

402/551-0631(phone)
402/551-6540 (fax)
E-mail: ega@ehrhartgriffin.com

RESOLUTION
NO 09-307

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
EHRHART GRIFFIN & ASSOCIATES FOR ENGINEERING SERVICES
IN CONNECTION WITH THE
FY11-13 PLAYLAND SANITARY SEWER REHAB**

WHEREAS, the city wishes to make improvements known as the
Playland Sanitary Sewer Rehab, within the city, as therein
described; and

WHEREAS, Ehrhart Griffin & Associates has submitted an agreement
to provide engineering services for the work necessary
for said improvements; and

WHEREAS, the city council deems approval of said agreement to be
in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Clerk are hereby authorized and directed to execute an
agreement with Ehrhart Griffin & Associates for engineering services relative to the
Playland Sanitary Sewer Rehab project.

ADOPTED
AND
APPROVED

October 26, 2009

Thomas P. Hanafan, Mayor

ATTEST:

Marcia L. Worden, City Clerk

COUNCIL COMMUNICATION

Department: <u>Public Works</u>	Ordinance No. _____	First Reading <u>October 26, 2009</u>
Case/Project No.: <u>FY11-12</u>	Resolution No. <u>09-308</u>	Second Reading _____
Applicant <u>Greg Reeder, Public Works Director</u>		Third Reading _____

SUBJECT/TITLE

Council consideration of a resolution authorizing the mayor to execute an agreement with Snyder & Associates for engineering services in connection with the South 1st Neighborhood Rehab Phase I

BACKGROUND/DISCUSSION

- The South 1st Street neighborhood bounded by Pierce St on the north, Palmer Avenue on the south, 1st Street on the west and Franklin Ave on the east consists of some of the original town subdivision within the city
- Records indicate that the infrastructure in this area dates back prior to the 1950's and is in need of replacement
- Storm sewers are undersized, sanitary sewers are leaking and broken and the pavements are in poor condition.
- This project will require a study of the area to determine needs and prioritize a series of projects to be phased over several years to replace and upgrade the aged infrastructure.
- This is project FY11-12 in the CIP and is funded with \$1,000,000 in G.O. Bonds
- Phase I will be constructed in the summer of 2010.

RECOMMENDATION

Approval of this resolution.

A detailed street map of the S. 1st Neighborhood Rehab PH I project area. The map shows a grid of streets with a large, irregularly shaped area shaded with a cross-hatch pattern, indicating the project location. A callout box labeled "PROJECT LOCATION" points to this shaded area. The map includes numerous street names, such as Kanesville Blvd, Harmon St, Le Merc St, Woodland Dr, and others. The project area is situated in the central part of the map, bounded by Le Merc St to the north and Harmon St to the south.

**PROFESSIONAL SERVICES AGREEMENT
S. 1st STREET NEIGHBORHOOD REHABILITATION – PHASE I
FY11-12
CITY OF COUNCIL BLUFFS, IOWA**

I. NAME OF PARTIES OF THE AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2009 by and between, The City of Council Bluffs, Iowa, a Municipal Corporation, hereinafter called "OWNER" and Snyder & Associates, Inc., a corporation, hereinafter called "ENGINEER" as follows:

II. NAME OF PROFESSIONAL SERVICE

The OWNER shall retain the ENGINEER to complete Professional Services for the preparation of Street, Drainage and Sewer Study of the entire project area, Phasing Plan, and preliminary design, final design, construction plans and specifications, contract documents, and construction services for Phase I – Street & Sewer Reconstruction, hereinafter called the "PROJECT"

III. SCOPE OF WORK

A. GENERAL

The ENGINEER shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as named in Article II and as described hereinafter as follows:

1. The PROJECT includes, but is not limited to, study of the entire project area and design services for Phase I for the S. 1st Street Neighborhood generally described as an area from S. 1st Street to Franklin Ave. and from Pierce St. to Palmer Ave.
2. The ENGINEER will complete engineering surveys, design plans and specifications, construction documents, bid letting assistance, construction staking, administration and observation, and final project acceptance for the proposed PROJECT.

B. ENGINEERING SERVICES

The ENGINEER will provide the Engineering Services as follows. Payment shall be made as specified in Article VI of this Agreement.

1. Definition & Scope of Project

2. Street, Drainage and Sewer Study
3. Survey
4. Design
 - a. Preliminary
 - b. Final
5. Bid Phase
6. Construction
 - a. Observation
 - b. Management
 - c. Staking
7. Project Management
8. Outside Consultants/Testing
9. R.O.W., Easements, Outside Permits, Assessments

IV. RESPONSIBILITY OF THE OWNER

At its own expense, the OWNER shall have the following responsibilities regarding the execution of the Contract by the ENGINEER.

A. PROJECT OFFICER

The OWNER shall name a Project Officer to act as the OWNER's representative with respect to the work performed under this Agreement. All correspondence with OWNER relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the ENGINEER's work, the OWNER will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the ENGINEER to proceed with work within a reasonable time period.

V. WORK SCHEDULE

The PROJECT, from design through construction completion, shall be performed by the ENGINEER in accordance with a schedule mutually developed by the OWNER and ENGINEER. Generally, the schedule for the PROJECT is described as follows:

- A. (See attached preliminary schedule)
- B. The ENGINEER shall not be responsible for delays in the schedule which are beyond the ENGINEER's control.

VI. COMPENSATION AND TERMS OF PAYMENT

The OWNER shall pay the ENGINEER in accordance with the terms and conditions of this Agreement.

A. ENGINEERING SERVICES

As set forth in Article III (B) the engineering fee shall be on the following basis:

SCOPE OF SERVICES	FEE BASIS
1. Definition of Problem scope of Project	Hourly not to exceed negotiated maximum.
2. Street, Drainage and Sewer Study	Lump Sum
3. Survey	Lump Sum
4. Design A. Preliminary B. Final	Lump Sum
5. Bid Phase	Lump Sum
6. Construction A. Observation B. Management C. Staking	Hourly not to exceed negotiated % of con- struction (average of two low bidders).
7. Project Management	Hourly not to exceed negotiated maximum.
8. Outside Consultants/Testing	Billed as per invoice.

9. ROW, Easements, Outside
permits, Assessments

Hourly

Actual project fees will be determined at a later date and approved by a supplemental agreement.

B. ADDITIONAL SERVICES

Additional Services shall be performed as requested in writing by the OWNER and shall be in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

VII. METHOD OF PAYMENT

- A. The ENGINEER shall submit billings for Basic, Construction and Additional Services to the OWNER on a thirty (30) day basis under separate cover and shall be paid by the OWNER within fourteen (14) days after approval by the City Council. The OWNER shall pay the ENGINEER a percentage of the total fee for each phase or a cost not to exceed the amount shown in accordance with the schedule shown below.
- B. Billings shall include sufficient documentation to explain the charges. All billing shall be accompanied by a Billings Information Report on a form provided to the ENGINEER by the OWNER.

VIII. TERMINATION OF AGREEMENT

The ENGINEER or OWNER may, after giving seven (7) days written notice to the other party, terminate this agreement and the ENGINEER shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

IX. CONFLICT OF INTEREST

No elected official or employee of the OWNER who exercises any responsibilities in review, approval, or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her direct or indirect personal or financial interest.

X. ASSIGNABILITY

The ENGINEER shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the OWNER.

XI. TITLE TRANSFER

All drawings, specifications and other work products of the PROJECT are instruments of services for this PROJECT only and shall remain the property of the ENGINEER. The ENGINEER may deliver to the OWNER, at the OWNER's request, paper or electronic media copies of documents prepared in accordance with this Agreement. The OWNER may make hard copies or electronic copies of these documents for purposes supporting the intended use of the project. Any reuse or modification of the documents supplied by ENGINEER for purposes of the PROJECT, including electronic media will be at the recipient's risk and responsibility. Electronic media will be provided as is without warranty, and it shall be the OWNER'S responsibility to reconcile this electronic data with the paper plans, and that the paper plans shall be regarded as legal documents for this PROJECT.

XII. CONFIDENTIALITY

No reports, information, and/or data given to or prepared or assembled by the ENGINEER under this Agreement shall be made available to any individual or organization by the ENGINEER without prior written approval of the OWNER.

XIII. INSURANCE

The ENGINEER shall maintain insurance to protect the ENGINEER from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the ENGINEER is legally liable. The amounts and extent of such insurance is as follows:

- | | |
|-----------------------------|--|
| 1. Professional Liability - | \$ 2,000,000 each claim; 2,000,000 aggregate |
| 2. Vehicle Coverage - | |
| Bodily Injury | \$ 1,000,000 combined single limit (each accident) |
| 3. Workmen's Compensation - | \$ 100,000 each accident |
| 4. General Liability - | \$ 1,000,000 each occurrence and 2,000,000 aggregate |

XIV. ARBITRATION

Any controversy or claim arising out of this Agreement may, if both parties agree, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

The cost of the arbitration, if any, will be divided equally between the OWNER and the ENGINEER.

XV. ENGINEER'S RESPONSIBILITY

The ENGINEER shall be responsible for the professional quality and technical accuracy of all services furnished by the ENGINEER under this Agreement, except for that work provided by OWNER. The ENGINEER shall, without additional compensation, correct or revise any error or deficiencies in his work. Approval of the OWNER of any such work shall not in any way relieve the ENGINEER of responsibility for the technical accuracy and adequacy of said services. The OWNER's review, approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

XVI. COMPLETENESS OF THE AGREEMENT

This document contains all terms and conditions of this Agreement and any alteration shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement. There are no understandings, representations, or agreements, written or oral, other than those incorporated herein.

XVII. ENGINEER'S CERTIFICATION OF REPORT

The ENGINEER shall place his certification on the Contract Documents, all in conformity with Chapter 114, Code of Iowa.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and the year first above written.

ATTEST:

Marcia L. Worden, City Clerk

OWNER

By _____
Thomas P. Hanafan, Mayor

ATTEST:

Andrea Yeoman

ENGINEER
SNYDER & ASSOCIATES, INC.

By Michael G. Geier
Michael G. Geier, Regional Manager

Preliminary Schedule
City of Council Bluffs
S. 1st Street Neighborhood Rehabilitation – Phase I
Process & Schedule

1. 10/15/09 Prepare "Agreement to Provide Services" (Council Approval 10/26/09)
5 days after council approval
2. 10/30/09 Meet with staff to discuss project scope
10 days
3. TBD Submit "Project Scoping" proposal (Hourly NTE)
5 days after approval of scoping proposal
4. TBD Street, Drainage and Sewer Study
5. TBD Submit "Project Scope & Estimate of Construction Costs"
5 days after approval of scope & costs
6. TBD Submit "Proposal for Services & Fees"
7. TBD 35% Concept Preliminary Design
8. TBD 60% Progress Submittal
9. TBD 95-98% Plans – Set Public Hearing.
10. TBD 100% Plans – Hold Public Hearing
11. TBD Letting
12. TBD Award

RESOLUTION
NO 09-308

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
SNYDER & ASSOCIATES FOR ENGINEERING SERVICES
IN CONNECTION WITH THE
FY11-12 SOUTH 1ST NEIGHBORHOOD REHAB PHASE I**

WHEREAS, the city wishes to make improvements known as the
S 1st Neighborhood Rehab Phase I within the city, as therein
described; and

WHEREAS, Snyder & Associates has submitted an agreement
to provide engineering services for the work necessary
for said improvements; and

WHEREAS, the city council deems approval of said agreement to be
in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Clerk are hereby authorized and directed to execute an
agreement with Snyder & Associates for engineering services relative to the
South 1st Neighborhood Rehab project FY11-12.

ADOPTED
AND
APPROVED

October 26, 2009

Thomas P. Hanafan, Mayor

ATTEST:

Marcia L. Worden, City Clerk